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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

11 CRYPTOGRAPHY RESEARCH, INC.,) CASE NO. C 04-04143 JW (HRL)
12 Plaintiff,)
13 v.)
14 VISA INTERNATIONAL SERVICE)
15 ASSOCIATION,)
16 Defendant.)
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CASE NO. C 04-04143 JW (HRL)
SECOND STIPULATED
SUPPLEMENTAL PROTECTIVE ORDER

Third-Party Atmel Corporation ("Atmel"), Plaintiff Cryptography Research Inc. ("CRI"), and Defendant Visa International Services Association ("Visa"), by and through their respective counsel, hereby stipulate as follows:

Disclosure or Discovery Material that is, or has been, produced by Atmel or its counsel or generated by Atmel or its counsel in disclosures to discovery in this matter, is subject to all the provisions in the protective order entered in this case on March 21, 2005 (the "Protective Order") and to the following additional provisions:¹

1. Disclosure of "Confidential – Export Controlled" Information or Items. Atmel may designate certain Disclosure or Discovery Material as "Confidential – Export Controlled." In accordance with section 5.1 of the Protective Order, Atmel will only designate as "Confidential – Export Controlled" material that has been determined to be subject to export controls in accordance with the Export Administration Regulations, 15 C.F.R. 730-744. Any Disclosure or Discovery Material designated as "Confidential – Export Controlled," or any copy, portion, or copy of portion of any Disclosure or Discovery Material designated as "Confidential – Export Controlled," (a) may not be removed, accessed, taken or allowed to be taken outside the United States, via electronic means or otherwise, and (b) may not be disclosed to: (i) any natural person who is not a citizen, lawful permanent resident or refugee or asylee of the United States, (ii) any entity that is not incorporated in or organized under the laws of the United States, (iii) any international organization, or (iv) any foreign government. Disclosure or Discovery Material is not limited to one confidentiality designation. Atmel may designate Disclosure or Discovery Material as "Confidential – Export Controlled" and designate that same Disclosure or Discovery Material as "Confidential" or "Highly Confidential – Attorneys' Eyes Only." Any Disclosure or Discovery Material bearing multiple confidentiality designations shall be afforded all the protections of each designation that it bears. The provisions of the Protective Order applicable to other challenges of confidentiality designations shall apply to any designation made by Atmel under that Order or this Stipulated Supplemental Protective Order.

¹ This document incorporates the Protective Order by reference, and all definitions provided in Section 2 of the Protective Order likewise apply to this document.

1 2. Notwithstanding paragraph 1, Disclosure or Discovery Material designated as
 2 "Confidential – Export Controlled," or any copy, portion, or copy of portion of any Disclosure or
 3 Discovery Material designated as "Confidential – Export Controlled," may be disclosed to a
 4 person who does not meet the criteria listed in section (b)(i) of paragraph 1 above, only if the party
 5 intending to make such disclosure (or its counsel) furnishes counsel for Atmel with (1) an export
 6 license authorizing the "deemed" export of the material designated as "Confidential – Export
 7 Controlled" to that person; or (2) a written certification that the person is a bona fide contractor,
 8 intern or employee, within the meaning of section 740.17(b)(1)(ii) of the Export Administration
 9 Regulations, 15 C.F.R. section 740.17(b)(1)(ii), of that party or its legal counsel, a United States
 10 entity. Through its counsel, CRI certifies that its expert, Mr. Andy Clark, is a bona fide contractor
 11 under section 740.17(b)(1)(ii) of the Export Administration Regulations of a United States entity.
 12 CRI (and its attorneys) may therefore provide Disclosure or Discovery Material designated as
 13 "Confidential – Export Controlled" to Mr. Clark.

14 3. CRI and Visa will provide Atmel no less than seven (7) calendar days written
 15 notice prior to filing under seal in a court filing any Disclosure or Discovery Material that Atmel
 16 has designated as "Confidential" or "Highly Confidential – Attorneys' Eyes Only." This notice
 17 will include a specific reference by Bates number of every Atmel document to be filed.

18 4. CRI and Visa will provide Atmel no less than twenty (20) calendar days written
 19 notice before seeking to use any Disclosure or Discovery Material – including the Bates number or
 20 other appropriate identifier – that Atmel has designated as "Confidential" or "Highly Confidential
 21 – Attorneys' Eyes Only" in depositions or other proceeding where the documents will be shown to
 22 a witness who is not:

- 23 a) a present employee, consultant or representative of Atmel;
- 24 b) a former employee, consultant or representative of Atmel who had access to
 the document during his or her association with Atmel and who has signed
 the "Agreement to be bound by Protective Order" attached as Exhibit A to
 the Protective Order; or

- c) a witness to be examined concerning an Atmel document, where the document indicates on its face that it was received or communicated to the witness, or if established by testimony of other circumstances that the witness was previously authorized to or did have access to the document, and who has signed the "Agreement to be Bound By Protective Order."

6 5. If any Disclosure or Discovery Material that Atmel has designated as
7 "Confidential" or "Highly Confidential – Attorneys' Eyes Only" is used in a deposition, CRI and
8 Visa agree that the portion of the deposition transcript addressing the confidential information will
9 be designated "Confidential" or "Highly Confidential – Attorneys' Eyes Only," and the Party that
10 noticed the deposition will provide Atmel a copy of the deposition transcript at Atmel's cost.

11 6. CRI and Visa agree that Atmel is entitled to have its counsel attend any portion of a
12 deposition where any Disclosure or Discovery Material that Atmel has designated as
13 "Confidential" or "Highly Confidential – Attorneys' Eyes Only" is shown to a witness.

14 7. CRI and Visa will provide to Atmel a list of all persons to whom CRI and Visa
15 have respectively provided access to Disclosure or Discovery Material that Atmel has designated
16 as "Confidential" or "Highly Confidential – Attorneys' Eyes Only." If the list of persons changes,
17 CRI and VISA will provide an amended list of persons within thirty (30) days of the change.

18 8. CRI and Visa will maintain all copies of any Disclosure or Discovery Material that
19 Atmel has designated as "Highly Confidential – Attorneys' Eyes Only," at the offices of their
20 respective outside counsel of record, except to the extent, and only to the extent, that Disclosure or
21 Discovery Material may accompany attorneys working on this litigation outside of their office,
22 may be provided to vendors for copying, or may be provided to any other person in compliance
23 with section 7.3 of the Protective Order. Attorneys working on this litigation may transmit to one
24 another electronic copies of any Disclosure or Discovery Material that Atmel has designated as
25 "Confidential" or "Highly Confidential – Attorneys' Eyes Only" only through the secure e-mail
26 systems of the law firms of record and under no circumstances shall such information be
27 transmitted over any unsecured Internet connection.

1 **IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.**
2

3 Dated: August 30, 2007

/s/ Ryan Tyz

Ryan Tyz
FENWICK & WEST LLP
Attorneys for Plaintiff
CRYPTOGRAPHY RESEARCH, INC.

6 Dated: August 30, 2007

/s/ Joseph Melnik

7 Joseph Melnik
8 MAYER, BROWN, ROWE & MAW LLP
9 Attorneys for Defendant
VISA INTERNATIONAL SERVICE
ASSOCIATION

10 Dated: August 30, 2007

/s/ Richard E. Lyon

11 Richard E. Lyon
12 IRELL & MANELLA LLP
13 Attorneys for Third Party
ATMEL CORPORATION

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15 Pursuant to General Order No. 45, Section X, I attest under penalty of perjury that
16 concurrence in the filing of this document has been obtained from Ryan Tyz and Joseph Melnik.

17 Dated: August 30, 2007

/s/ Richard E. Lyon

20 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

22 Dated: 9/5 , 2007

23 THE HONORABLE HOWARD R. LLOYD
UNITED STATES MAGISTRATE JUDGE